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KINKO'S FREMONT  
SHERWOOD PARTNERS, INC.

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POWER OF ATTORNEY NOV 05 2003

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

OFFICIAL

Application of: Kembel et al.

Application No.: 09/558,923

Group Art Unit: 2176

Filed: April 26, 2000

Examiner: C. Nguyen

For: Apparatus and Method for Dynamically  
Coordinating the Delivery of Computer  
Readable Media

Attorney Docket No.: 10351-0006-999

**REVOCATION AND POWER OF ATTORNEY BY ASSIGNEE  
WITH STATEMENT UNDER C.F.R. 3.73(b)**

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

The undersigned assignee of the entire interest in the above-identified subject application for the benefit of creditors of DoDots, Inc. hereby revokes all previous power of attorneys and appoints:

Wilfred Lam (Reg. No. 41,923)

of the firm Innovation Management Sciences, whose address 47787 Fremont Boulevard, Fremont, California 94538, as its attorney to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventors and their attorney(s) in accordance with the provisions of 37 C.F.R. 3.71.

Please direct all correspondence for this application to:

Innovation Management Sciences  
47787 Fremont Boulevard  
Fremont, California 94538

**Statement Under 37 C.F.R. 3.73(b)**

The undersigned assignee's ownership is evidenced by:

- ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office on \_\_\_\_\_ at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

POWER OF ATTORNEY

- ☒ A General Assignment to Sherwood Partners, Inc. for the benefit of creditors of DoDots, Inc., for which a copy is attached.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Date:

11/05/03

ASSIGNEE:

Signature:

[Handwritten Signature]

Typed Name:

Michael Majdy

Position/Title:

President

Sherwood Partners, Inc., solely as  
assignee for the benefit for the creditors  
of DoDots, Inc

**GENERAL ASSIGNMENT**

This Assignment is made this 16th day of January 2001, by DoDots, Inc., located at, 501 Ellis Street, Mountain View, California 94043, hereinafter referred to as Assignor, to Sherwood Partners, Inc., a California corporation, California, hereinafter referred to as Assignee.

**WITNESSETH:** That Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer unto Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, furniture and fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing agency.

Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorney and to the attorney, if any, for Assignor.

If any dividends to creditors shall remain unclaimed for a period of one year after issuance of the final dividend checks, then the same shall become the property of Assignee and used to supplement its fees for services rendered in administering this Assignment. Any interest that may be earned on funds administered under this Assignment shall belong to and are hereby assigned to Assignee as additional fees for its services hereunder.

11/05/03 WED 16:51 FAX 5107420307

KINKO'S FREMONT

004

11/05/2003 11:22 FAX 310 477 8402

SHERWOOD PARTNERS, INC.

003

01/17/2001 14:41 DO DOTS, INC. → 13104778402

NO.783 0003

Sent By: SHERWOOD PARTNERS INC.;

310 477 8402;

Jan-16-01 8:04AM;

Page 2/3

Assignee is also authorized and empowered to appoint such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by Assignee.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

TAX I.D. NUMBERS:

Assignor:

DoDots, Inc.

#

By:

Its:

Assignee:

Sherwood Partners, Inc.

By:

Its:

REGISTRATION FORM COVER SHEET

## PATENTS ONLY

Attorney Docket Number  
10351-006-999TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS  
Box Assignment  
Washington, DC 20231

Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

JOHN ALBERT KEMBEL; GEORGE  
ANDREW KEMBEL; DANIEL S. KIM ; JOHN  
RUSSELL; JAKE WOBROCK; GEOFFREY  
S. KEMBEL; JEREMY L. KEMBEL; LYNN D.  
GABBAY; SCOT J. MALLOY and ADAM M.  
CHIPKINAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 9/11/00; 9/11/00; 9/8/00; 9/8/00; 9/8/00; 9/8/00;  
9/8/00; 9/8/00, 9/8/00; and 9/28/00, respectively

## 2. Name and address of receiving party(ies):

Name: DODOTS, INC.Address: 830 Stewart Drive  
Sunnyvale, CA 94086

Country (if other than USA): \_\_\_\_\_

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 09/558,923  
filed April 26, 2000

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

PENNIE & EDMONDS LLP  
3300 Hillview Avenue  
Palo Alto, CA 943046. Number of applications and patents involved: 17. Total fee (37 CFR 3.41): .....\$ 40.00  
Please charge to the deposit account listed in Section 8.8. Deposit account number:  
16-1150 (Order No. 10351-006-999)

DO NOT USE THIS SPACE

## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*David R. Owens40,756

Name of Person Signing

Reg. No.

Signature

October 6, 2000

Date

for William S. Galiani Reg. No. 33,885

Total number of pages including cover sheet:

3

**ASSIGNMENT**

WHEREAS WE, JOHN ALBERT KEMBEL of Palo Alto, California; GEORGE ANDREW KEMBEL of Menlo Park, California; DANIEL S. KIM of Palo Alto, California; JOHN RUSSELL of Palo Alto, California; JAKE WOBROCK of Palo Alto, California; GEOFFREY S. KEMBEL of Menlo Park California; JEREMY L. KEMBEL of Palo Alto, California; LYNN D. GABBAY of Sunnyvale, California; SCOT J. MALLOY of Portola Valley, California; and ADAM M. CHIPKIN of San Francisco, California have invented certain new and useful improvements in an **Apparatus and Method for Dynamically Coordinating the Delivery of Computer Readable Media**, for which invention we have executed an application for Letters Patent of the United States and which application may be identified in the United States Patent and Trademark Office as Serial No. 09/558,923, filed April 26, 2000; and

Whereas, **DODOTS, INC.**, a corporation of the State of Delaware, having its principal place of business at **830 Stewart Drive, Sunnyvale, CA 94086**, (hereinafter referred to as assignee) is desirous of acquiring the entire right, title, and interest in and to said invention, said application and the Letters Patent to be obtained therefore;

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, we have sold assigned, and set over and by these presents do hereby sell, assign, and set over unto said assignee and said assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, and the Letters Patent, both foreign and domestic, that may or shall issue thereon; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned assignee agreeably with the terms of this assignment.

We hereby authorize the above-mentioned assignee or its legal representative to insert in this instrument the filing date and serial number of our said application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, we convey to said assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of said United States application (or other application if any there be) in priority to other applications; and we do hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional renewal, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such application or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being

understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of both parties.

Date: 9/11/00 By: [Signature]  
John Albert Kembel

Date: 9/11/00 By: [Signature]  
George Andrew Kembel

Date: 9/8/2000 By: [Signature]  
Daniel S. Kim

Date: 9/8/2000 By: [Signature]  
John Russell

Date: 9/8/2000 By: [Signature]  
Jake Wobbrock

Date: 9/8/2000 By: [Signature]  
Geoffrey S. Kembel

Date: 9/8/2000 By: [Signature]  
Jeremy L. Kembel

Date: 9/8/2000 By: [Signature]  
Lynn D. Gabbay

Date: 9/8/2000 By: [Signature]  
Scot J. Malloy

Date: 9.28.00 By: [Signature]  
Adam M. Chipkin